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IN THE
COURT OF APPEALS OF INDIANA

DALE P. FOWLER,	)	
	)	
Appellant-Defendant,	)	
	)	
vs.	)	No. 02A05-0701-CV-66
	)	
BANK OF AMERICA, N.A.,	)	
	)	
Appellee-Plaintiff.	)	

APPEAL FROM THE ALLEN SUPERIOR COURT
The Honorable Jerry Ummel, Magistrate
Cause No. 02D01-0603-SC-6103

June 21, 2007

MEMORANDUM DECISION - NOT FOR PUBLICATION

BAKER, Chief Judge

Appellant-defendant Dale P. Fowler appeals from the trial court's judgment in favor of appellee-plaintiff Bank of America, N.A. (the Bank), on the Bank's complaint alleging that Fowler owed an unpaid balance on a credit card. In particular, Fowler argues that the Bank was not entitled to collect this debt, which Fowler owed to another entity. Finding no error, we affirm the judgment of the trial court.

FACTS

Fowler had a credit card with Fleet National Bank (Fleet), among other entities. He entered into an arrangement with a debt settlement service, pursuant to which he made approximately $3500 available to settle his various debt obligations. Creditors were made aware of the availability of these funds, though neither Fleet nor the Bank pursued the available money. Regrettably, the debt settlement service went bankrupt, causing Fowler to lose approximately one-third of his money. Subsequently, Fowler began to attempt to settle his debts on his own.

On June 13, 2005, the Bank merged with Fleet. On October 19, 2005, the Bank sent Fowler a demand letter, seeking the remaining balance, charges, and interest on his credit card—$3,227.60. Fowler made two settlement offers to the Bank, even offering to repay the full sum but requesting that he be permitted to pay in installments rather than a lump sum. Rather than accept Fowler's offers, however, on March 16, 2006, the Bank filed a notice of claim in small claims court against Fowler, seeking a total amount of $3402.15, representing the unpaid balance, interest, and court costs.

Fowler's trial was held on December 7, 2006. At trial, Fowler's primary argument was that he did not owe a debt to the Bank, inasmuch as he had never held a Bank credit card or signed a contract with the Bank. The Bank presented an affidavit establishing that it had merged with Fleet and that the Bank now owns Fowler's Fleet account. The Bank also presented evidence that Fowler owed $3332.15 plus court costs. Fowler did not dispute those allegations. On December 11, 2006, the trial court granted a general judgment in favor of the Bank and against Fowler in the amount of $3332.15 plus court costs. Fowler now appeals.

DISCUSSION AND DECISION

As we consider Fowler's argument, we observe that judgments from small claims court are subject to review as prescribed by relevant Indiana rules and statutes. A deferential standard of review is particularly important in small claims actions, where trials are informal, with the sole objective of dispensing speedy justice between the parties according to the rules of substantive law. This doctrine relates to procedural and evidentiary issues, but does not apply to questions of law, to which we apply a de novo standard of review. Hill v. Davis, 832 N.E.2d 544, 548 (Ind. Ct. App. 2005).

Fowler admitted that he owed a balance on his Fleet credit card. Appellant's App. p. 3. Consequently, the only matter at issue is whether the Bank was permitted to collect Fleet's debt. At trial, the Bank presented an affidavit—the contents of which Fowler did not dispute—attesting that on June 13, 2005, the Bank merged with Fleet and that, subsequent to the merger, the Bank owns Fowler's account and is authorized to collect on that account. Id. at 11.

We sympathize with Fowler, inasmuch as it is apparent that he made a sincere attempt to settle his debts—first, with the debt settlement service that went bankrupt, and second, by himself.[1] We also acknowledge that the Bank presented an inartfully-drafted complaint, which alleged that Fowler was a Bank credit card holder and attached copies of Bank contracts, resulting in Fowler's considerable confusion because he has never been a customer of the Bank. Ultimately, however, Fowler has acknowledged that he owes this debt. The Bank is authorized to collect the debt. Consequently, the trial court properly entered judgment in the Bank's favor.

The judgment of the trial court is affirmed.

FRIEDLALNDER, J., and CRONE, J., concur.

[1] We observe that the Bank refused to permit Fowler to pay his debt in installments, leading to the instant lawsuit and judgment against Fowler, which will, almost certainly, result in Fowler paying the judgment in installments.